

<div>ORDER FOR SUPPLIES OR SERVICES</div> <div>(Contractor must submit four copies of invoice.)</div>						Form Approved OMB No. 0704-0187 Expires Aug 31, 1992		PAGE 1 OF 7			
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (07040187), Washington, DC 20503.											
PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.											
1. CONTRACT/PURCH ORDER NO. N00014-04-D-TBD		2. DELIVERY ORDER NO. TBD		3. DATE OF ORDER (YYMMDD) SEE BLOCK 24		4. REQUISITION/PURCH REQUEST NO. TBD		5. DO-C9(U)			
6. ISSUED BY OFFICE OF NAVAL RESEARCH, ONR 254; Mary Helen Moore BALLSTON TOWER ONE 800 NORTH QUINCY STREET ARLINGTON, VIRGINIA 22217-5660			N00014		7. ADMINISTERED BY (if other than 6) TBD			8. Delivery FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)			
9. Contractor TBD NAME AND ADDRESS			TBD		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) See Block 14		11. MARK OF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS N/A				
							13. MAIL INVOICES TO SEE SECTION G OF THE BASIC CONTRACT				
14. SHIP TO OFFICE OF NAVAL RESEARCH BALLSTON TOWER ONE 800 N QUINCY STREET ARLINGTON, VA 22217			N00014		15. PAYMENT WILL BE MADE BY TBD			CODE TBD		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
16. TYPE OF ORDER		DELIVERY <input checked="" type="checkbox"/>		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE <input type="checkbox"/>		Reference your furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
SIGNATURE											
TYPED NAME AND TITLE											
DATE SIGNED (YYMMDD)											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET(S) (Added At Award)											
18. ITEM NO		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ACCEPTED		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE PAGE TWO									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA BY:						29. DIFFERENCES	
				CONTRACTING/ORDERING OFFICER						30. INITIALS	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. SHIP. NO.		29. D.O. VOUCHER NO.					
				<input type="checkbox"/> PARTIAL		32. PAID BY				33. AMOUNT VERIFIED CORRECT FOR	
				<input type="checkbox"/> FINAL							
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				31. PAYMENT						34. CHECK NUMBER	
36. I certify this account is correct and proper for payment.				<input type="checkbox"/> COMPLETE							
				<input type="checkbox"/> PARTIAL							
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER				<input type="checkbox"/> FINAL						35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (PRINT)		39. DATE RECEIVED(YYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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1. SCHEDULE OF SUPPLIES AND SERVICES

Item No.	Description of Supplies/Services	Estimated Cost	Fixed Fee	Estimated CPFF
BASE PERIOD				
0001	"Business and Financial Support for the Office of Naval Research Material Science and Technology Division – Code 332" in accordance with the Task Order Statement of Work and Exhibit A, DD Form 1423.	Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
0002	Travel and Other Direct Costs (Not to Exceed)	\$1,000.00	\$0.00	\$1,000.00
Total Base		Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
OPTION PERIOD I				
0003	"Business and Financial Support for the Office of Naval Research Material Science and Technology Division – Code 332" in accordance with the Task Order Statement of Work and Exhibit A, DD Form 1423 (if option is exercised).	Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
0004	Travel and Other Direct Costs (Not to Exceed)	\$1,000.00	\$0.00	\$1,000.00
Total Option Period I		Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
OPTION PERIOD II				
0005	"Business and Financial Support for the Office of Naval Research Material Science and Technology Division – Code 332" in accordance with the Task Order Statement of Work and Exhibit A, DD Form 1423 (if option is exercised).	Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
0006	Travel and Other Direct Costs (Not to Exceed)	\$1,000.00	\$0.00	\$1,000.00
Total Option Period II		Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
OPTION PERIOD III				
0007	"Business and Financial Support for the Office of Naval Research Material Science and Technology Division – Code 332" in accordance with the Task Order Statement of Work and Exhibit A, DD Form 1423 (if option is exercised).	Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
0008	Travel and Other Direct Costs (Not to Exceed)	\$1,000.00	\$0.00	\$1,000.00
Total Option Period III		Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
OPTION PERIOD IV				
0009	"Business and Financial Support for the Office of Naval Research Material Science and Technology Division – Code 332" in accordance with the Task Order Statement of Work and Exhibit A, DD Form 1423 (if option is exercised).	Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
0010	Travel and Other Direct Costs (Not to Exceed)	\$1,000.00	\$0.00	\$1,000.00
Total Option Period IV		Contractor Fill-In	Contractor Fill-In	Contractor Fill-In
TOTAL ESTIMATED TASK ORDER CONSIDERATION		Contractor Fill-In	Contractor Fill-In	Contractor Fill-In

CONTRACT NUMBER: N00014-04-D-TBD

TASK ORDER NUMBER: TBD

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2. PERIOD OF PERFORMANCE FOR TASK ORDER

The Contractor shall use its best efforts to perform the tasks and complete the deliveries during the stated periods below in accordance with the Statement of Work, Attachment Number 1:

- a. The effort performed under the base period (CLINs 0001 and 0002) shall be conducted from date of Task Order award through 9 months.
- b. If Option I is exercised, the effort performed under CLINs 0003 and 0004 shall be conducted during the period from the effective date of the option through 12 months.
- c. If Option II is exercised, the effort performed under CLINs 0005 and 0006 shall be conducted during the period from the effective date of the option through 12 months.
- d. If Option III is exercised, the effort performed under CLINs 0007 and 0008 shall be conducted during the period from the effective date of the option through 12 months.
- e. If Option IV is exercised, the effort performed under CLINs 0009 and 0010 shall be conducted during the period from the effective date of the option through 12 months.

3. STATEMENT OF WORK

The contractor shall perform its services and make its deliveries in accordance with the Statement of Work, Attachment No. 1, of this Task Order.

4. DELIVERABLES:

The contractor shall submit its deliverables in accordance to the Statement of Work, Attachment No. 1, to the designated Program Officer/Contracting Officer's Representative identified in Paragraph 5 of this Order, F.O.B. Destination.

5. INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliveries under this contract will be accomplished by the Program Officer/Contracting Officer's Representative designated below, who shall have at least thirty (30) days after contractual delivery for acceptance.

Office Of Naval Research
Attn: Ignacio Perez, Code 332
Ballston Tower One
800 N Quincy Street
Arlington, Va 22217
Telephone: 703-696-0688
E-Mail: perez@onr.navy.mil

6. ALLOTMENT OF FUNDS

- (a) It is hereby understood and agreed that this contract will not exceed a total amount of \$TBD; including an estimated cost of \$TBD and a fixed fee of \$TBD.
- (b) It is hereby understood and agreed that CLINs 0001 and 0002 will not exceed a total amount of \$TBD; including an estimated cost of \$TBD and a fixed fee of \$TBD. The total amount presently available for payment, and allotted to CLINs 0001 and 0002, is estimated that the amount allotted of \$TBD will cover the period from date of award through TBD months thereafter.

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- (c) It is hereby understood and agreed that CLINs 0003 and 0004 (if exercised) will not exceed a total amount of \$TBD; including an estimated cost of \$TBD and a fixed fee of \$TBD. The total amount presently available for payment, and allotted to CLINs 0003 and 0004, is estimated that the amount allotted of \$TBD will cover the period from date of award through TBD months thereafter.
- (d) It is hereby understood and agreed that CLINs 0005 and 0006 (if exercised) will not exceed a total amount of \$TBD; including an estimated cost of \$TBD and a fixed fee of \$TBD. The total amount presently available for payment, and allotted to CLINs 0005 and 0006, is estimated that the amount allotted of \$TBD will cover the period from date of award through TBD months thereafter.
- (e) It is hereby understood and agreed that CLINs 0007 and 0008 (if exercised) will not exceed a total amount of \$TBD; including an estimated cost of \$TBD and a fixed fee of \$TBD. The total amount presently available for payment, and allotted to CLINs 0007 and 0008, is estimated that the amount allotted of \$TBD will cover the period from date of award through TBD months thereafter.
- (f) It is hereby understood and agreed that CLINs 0009 and 0010 (if exercised) will not exceed a total amount of \$TBD; including an estimated cost of \$TBD and a fixed fee of \$TBD. The total amount presently available for payment, and allotted to CLINs 0009 and 0010, is estimated that the amount allotted of \$TBD will cover the period from date of award through TBD months thereafter.

7. LEVEL OF EFFORT ONR 5252.216-9706 (DEC 88)

(1) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for the performance of this contract shall be 9500 total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in Paragraph 11 below.

(2) The level of effort for this contract shall be expended at an average rate of 1500 hours per year for the base period and 2000 hours each subsequent annual option period. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(3) The Contractor is required to notify the Contracting Officer when any of the following situations occur or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(4) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fixed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(5) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph 1 above would be

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used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(6) If the total level of effort specified in paragraph 1 above is not provided by the Contractor during the period of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph 1 shall have been expended, at no increase in the fixed fee of this contract.

(7) In the event the government fails to fully fund the contract in a timely manner, the term of the contract will be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(8) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph 1 above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the contractor has delivered at least 95% of the level of effort required in paragraph 1 above.

(9) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort that was estimated by the government or proposed by the Contractor.

(10) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Costs" or "Limitation of Funds", either of which clauses as incorporated herein applies to this contract.

(11) An estimated breakdown of the total level of effort is as follows:

Labor Category	Annual Hours
Base	1500
Option I	2000
Option II	2000
Option III	2000
Option IV	2000

8. SSP 5252.216-9775 INCREASE IN LEVEL OF EFFORT (COST-REIMBURSEMENT) (MAR 1992)

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section C of this contract, to increase the level of effort by up to thirty percent (30%) of the total level of effort for that period at the same labor mix as proposed in the contract for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

$$\text{IEC} = (\text{ILOE}/\text{LOE}) \times \text{EC}$$

$$\text{IFF} = (\text{ILOE}/\text{LOE}) \times \text{FF}$$

$$\text{IEC} = \text{The increase in the estimated cost.}$$

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ILOE	=	The increase in the level of effort.
LOE	=	The level of effort contracted for the contract year in which the level of effort is increased.
EC	=	The estimated cost contracted for in the contract year in which the level of effort is increased.
IFF	=	The increase in the fixed fee.
FF	=	The fixed fee contracted for in the contract year in which the level of effort is increased.

This option may be exercised at any time or times prior to the end of the affected period provided however, that the exercise of such option must give the Contractor sufficient time to provide all of the man-hours for that period, including the increase, by the end of the affected period.

(b) Any exercise by the Government of its option rights under this clause shall be effected by written notice from the Contracting Officer.

(c) The exercise of the option shall be formally reflected by a modification to this contract increasing the estimated cost and fixed fee and adjusting the Level of Effort provision for the affected contract period.

9. KEY PERSONNEL ONR 5252.237-9705 (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 60 days in advance 90 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

(Contractor Fill In)

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10. ONR 55252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is:

Name: Ignacio Perez

Code: ONR 332

Mailing Address: Office of Naval Research, 800 North Quincy Street, BCT1, Arlington VA 22217

Telephone No: 703-696-0688

The Alternate COR for this contract is:

Name: None Assigned.

Code:

Mailing Address:

Telephone No:

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

11. ATTACHMENTS

1. Attachment Number 1, entitled, "Statement of Work," TBD pages **(Added at Award)**
2. Attachment Number 2, entitled, "Financial Accounting Data Sheet," TBD page **(Added at Award)**
3. Exhibit A, entitled, "DD Form 1423, Contract Data Requirements List (CDRL)" **(Added at Award)**